

Stip does not
affect plan

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Darcel Copes

Debtor

CHAPTER 13

CHONDRITE REO, LLC (2) c/o BSI FINANCIAL
SERVICES INC.

Secured Creditor

NO. 18-16563 ELF

vs.

Darcel Copes

Debtor

11 U.S.C. Section 362

William C. Miller, Esquire

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition advances on the mortgage held by the Secured Creditor on the Debtor's residence is **\$787.13**, which breaks down as follows;

Advanced Taxes (February 2019): **\$787.13**

Total Post-Petition Advances: \$787.13

2. The Debtor(s) shall cure said advances in the following manner;

a). Beginning on June 1, 2019 and continuing through August 1, 2019, until the advances are cured, Debtor(s) shall pay an installment payment of **\$262.38 from June 2019 to July 2019 and \$267.37 for August 2019** towards the advances on or before the last day of each month at the address below;

BSI FINANCIAL SERVICES
ATTN: PAYMENT PROCESSING DEPARTMENT
P.O. BOX 679002
DALLAS, TX 75267-9002

b). Maintenance of property taxes and property insurance to the Secured Creditor thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Secured Creditor shall adjust the account accordingly.

4. In the event the payments or advances under Section 2 above are not tendered pursuant to the terms of this stipulation, the Secured Creditor shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Secured Creditor may file a Certification of Default with the Court and the Court shall enter an Order granting the Secured Creditor relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Secured Creditor shall file a Certification of Default with the court and the court shall enter an order granting the Secured Creditor relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Secured Creditor of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: May 20, 2019

Date: 5/20/19

Date: 5/22/19

By: /s/ Rebecca A. Solarz, Esquire
Attorney for Secured Creditor

Erik B. Jensen, Esquire
Attorney for Debtor

William C. Miller, Esquire
Chapter 13 Trustee

NO OBJECTION

*without prejudice to any
trustee rights or remedies.

Approved by the Court this _____ day of _____, 2019. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge
Eric L. Frank